

YOLANDA CAPPELLI
Town Clerk



Lauren Louderback
Deputy Town Clerk

Elain Abraham-Rigo
Deputy Town Clerk

**Town Clerk's Office
Town of Kent**

**NOTICE OF ADVERTISEMENT FOR BIDS
FOR THE TOWN OF KENT**

I, Yolanda D Cappelli, Town Clerk of the Town of Kent, Putnam County, New York, will accept sealed bids at the Kent Town Center, 25 Sybil's Crossing, Kent Lakes, New York 10512 until 12:00 noon, Friday, December 16, 2016, at which time they will be opened and publicly read for Roadside Vegetation Control.

Complete specifications are on file in the Town Clerk's office at the Kent Town Center and on the town's website at www.townofkentny.gov.

Bids must be accompanied by a non-collusion bidding certificate in accordance with Section 103-d of the General Municipal Law. The non-collusion bidding certificate may be obtained in the Town Clerk's office.

Bids must be submitted on a bid form and may be obtained in the Town Clerk's office.

Bid prices will be effective from January 1, 2017 until December 31, 2017.

Bids must be submitted in sealed envelopes at the above address and must bear on the face there of the name and address of the bidder and the inscription "Roadside Vegetation Control".

The right is reserved to reject any or all bids, or to procure by State/County and other towns Contract bid if prices warrant.

By Order of the Kent Town Board.

Yolanda D. Cappelli
Town Clerk

NON-COLLUSION STATEMENT

In accordance with the requirements of Section 103-d of the General Municipal Law of the State of New York, the bidder certifies that:

- (a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independent without collusion, consultation, communication, or agreement, for the purpose of restriction competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose or restricting competition.

The bidder certifies that they comply with Office of Revenue Sharing 504 Regulations.

I, hereby affirm under the penalties of perjury that the foregoing statements are true.

Date:

Legal Name of Bidder
(Individual, Firm or Corporation)

By _____

The deponent is _____ of _____

The corporation described in and which executed, the foregoing instrument; deponent knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; deponent signed deponent's name thereto by like order.

Address of Bidder

Insurance Agreement for Jobs under \$5,000

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$2,000,000 per occurrence/\$2,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Insurance Agreement for Jobs under \$5,000

- **Asbestos/Lead Abatement Insurance**

With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.

- **Professional Errors and Omissions Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.

- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

Insurance Agreement for Contractors

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Additional Insured including Products Completed Operations (CG2037) must be included and certificate must indicate.
 - Waiver of Subrogation must be provided in favor of the Town of Kent
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An Insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$5,000,000 per occurrence/\$5,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing. A.M. Best rated "secured" or better

Sample Insurance Agreement for Contractors

- **Asbestos/Lead Abatement Insurance**
With coverage for removal of asbestos and/or lead and related pollution events, including coverage for third-party liability claims for bodily injury, property damage and clean-up costs. \$1,000,000 per occurrence/\$2,000,000 including products and completed operations. If a retroactive date is used, it must pre-date the inception of the contract. Coverage shall remain for two years following the completion of work.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate for the negligent professional acts of the consultant. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
- V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- VI. Contractor acknowledges that failure to obtain such insurance on behalf of the Municipality constitutes a material breach of contract and subjects it to liability damages, indemnification and all other legal remedies available to the Municipality. The contractor is to provide the Municipality with a certificate of insurance evidencing the above requirements have been met, prior to commencement of work or use of facilities.
- VII. The Municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Municipality but also the NYMIR, as the Municipality's insurer.

**BP#1114-13
ROADSIDE VEGETATION CONTROL PROGRAM
SPECIFICATIONS**

SCOPE:

The Contractor shall furnish all the necessary materials, labor and equipment to apply a chemical solution for controlling vegetation at designated roadside guide rail systems and isolated sign posts along Agency Highways and to provide visual notification per Title 10, Section 33-1003 of the NYS Environmental Conservation Law on the date of application at locations where solutions are applied.

DESCRIPTION OF WORK:

The Contractor shall chemically treat all vegetation growing in designated locations. Control of vegetation shall be accomplished by applying a spray mixture as described in the materials section of this specification at a thirty-six (36) inch typical band-width and at the rates specified, centered on the guide rail, signpost, fence line, or edge of stockpile. It is the responsibility of the Contractor to keep accurate records regarding daily productivity, including gallons of mixture used, locations sprayed and length of guide rail treated on a county road map.

Locations to be sprayed will be designated by the Agency Representative, or their assignee. Using an Agency vehicle, the Agency Representative will escort the work operation along the routes traveled in order to maximize daily coverage. The Contractor will be required to provide for two-way radio communication with the Agency escort vehicle at all times during the workday.

All designated areas within this scope shall be treated to obtain a minimum of 95% control as determined by the Agency Representative, or their designee. Given the approximate length of guide rail systems to be treated at 200,000 LF, the total acreage of area to be sprayed is approximately 13.7 acres.

BIDDER QUALIFICATIONS:

No submitted bid will be considered responsive, unless the bidder submitting the bid meets the following conditions:

1. Each bidder shall submit with this bid evidence that they have satisfactory experience operating herbicide application equipment and applying vegetation control herbicides in accordance with the specifications.
2. Each bidder shall submit with this bid evidence that they have a responsible field complaint program in effect, as well as documented, on-site chemical spill worker guidelines and a contingency plan for field operations. Copies of these programs must be included with the bid.

3. Each bidder must submit with this bid a copy of their license to apply pesticides/herbicides issued by the New York State Department of Environmental Conservation, Bureau of Pesticides. The license shall be current and valid. All pesticide applicators shall provide evidence that they are registered at the time of application.
4. Each bidder must submit with this bid a copy of the chemical manufacturer's labels and material data safety sheets for the specified products.
5. Each bidder shall submit with their bid a written certificate of evidence issued by the Secretary of State that they are authorized to do work within the State of New York.

The Agency Representative reserves the right to make any investigations or inquiries necessary to determine the competence and ability of the bidder to properly perform the work. If after an investigation the Agency Representative is not satisfied the bidder is properly qualified to meet all requirements contained herein and to perform all work in a satisfactory manner, the Agency Representative may determine that the bid is non-responsive.

MATERIALS:

A spray mixture of three (3) ounces of Du Pont Oust, two (2) quarts of Roundup Pro, and one (1) quart of CADCO 90 Surfactant, or the approved equal of any of these ingredients, shall be thoroughly mixed with water for every 50-gallons of spray mixture. The Agency will supply all water required for preparing the mixtures at no cost to the Contractor. The spray mixture shall be applied in an even pattern, at the rate of fifty (50) gallons per acre, to areas under designated rail systems. Two (2) quarts of Garlon 3A, or approved equal, will be injected into the spray mixture in areas of heavy brush and creeping-type vine growth over guide rail systems.

All materials to be used by the Contractor shall be in new containers fitted with tamper-proof seals. All containers shall be properly marked and labeled with the manufacturer's identification label as it is registered with the United States Environmental Protection Agency. Each container shall contain the full amount of material indicated on the attached labels. Any containers that do not contain the full amount of material, as per the labels, shall be rejected.

EQUIPMENT:

Bidder shall submit with the bid a descriptive list of all equipment for use with this contract. The Agency Representative, or his/her representative, reserves the right to inspect the Contractor's equipment prior to making an award recommendation.

Equipment used in the transportation and application of the chemical mixtures shall be modern, in good repair. Equipment shall be of such design and construction as to comply with all the requirements hereof, shall be sufficiently maintained at all times, properly licensed, rigged and marked so as to meet all requirements of the State of New York laws, rules and regulations which apply to such equipment and usage.

Each spray unit shall be equipped with a sequential flashing arrow panel, capable of flashing left to right, right to left, pass either side, or no passing. A strobe, visible fore and aft, shall be in constant operation during application of chemical mixtures. Two-way radio or cellular phone communication shall be provided at all times between each spray unit and the Agency Representative during spray operations.

METHOD OF TREATMENT:

After consultation with the Agency Representative regarding areas to be treated and the level of treatment desired, the Contractor shall inspect said designated areas. The method of treatment and timeframe of application shall then be discussed and agreed upon by the Contractor and the Agency Representative.

All spray crews shall consist of a minimum of two (2) persons. At least one person on each vehicle engaged in the application of herbicides shall be certified by the New York State Department of Environmental Conservation (NYSDEC) as a Commercial Pesticide Applicator licensed in Type Code - 06(a). The Contractor shall provide the Agency with a list of all employees who will potentially form the spray crew(s) along with their level of certification (C7, C8, etc.) as applicators by the NYSDEC.

No spraying shall be done directly into standing water of any origin, or within 25 feet of a stream, or within one hundred fifty (150) feet of: a State and/or Federally-protected wetland, an inhabited house, business or recreational area of any kind.

TRAFFIC CONTROL:

All traffic control shall be provided by the Contractor and shall be in accordance with the latest revision of the Manual of Uniform Traffic Control Devices. The Agency escort vehicle shall not be expected to provide any traffic control for the Contractor's work operation. When working outside of the spray vehicle, the Contractor shall wear high visibility safety gear, including, but not limited to, hard hats and vests.

DELIVERY OF SERVICES:

The work shall commence and conclude before June 15 of the given year and be completed within 7 calendar days of the start, weather permitting. A workday shall run between the hours of 7:00 a.m. and 7:00 p.m. All designated areas shall be treated to ensure maximum control of weeds, grasses and wild grapevine. The application shall be done as rapidly as possible to minimize the amount of time the Contractor is working on Agency Highways.

The Contractor shall notify the Agency Representative at least seven (7) days prior to commencing work. Failure to complete all work by June 15 of the given year will result in the contract being defaulted, unless, due to weather-related delays only, a later date is agreed upon by the Agency Representative.

GENERAL BIDDING INSTRUCTIONS
HIGHWAY MATERIALS

These general specifications, as completed by the bidder, shall become part of his bid proposal.

Sealed bids shall be received and publicly opened at the Kent Town Hall, 25 Sybil's Court, Kent New York, 12:00 p.m., Friday December 16, 2016 for the purchase of all materials. Faxed bids are not considered "sealed" and will NOT be accepted.

Bids shall be submitted in a sealed envelope **CLEARLY** marked **BID**.

A Non-Collusive Affidavit (copy attached) shall accompany each bid.

Bids shall be submitted on the attached forms only. Extra pages and literature may be added to this package, however, **THE PACKAGE SHALL BE RETURNED INTACT AS RECEIVED**.

Bids shall be signed by an authorized individual.

The Town of Kent is exempt from payment of ALL Federal and New York State taxes.

Bidders shall familiarize themselves with all provisions of these specifications and shall not, after submitting the bid, dispute the specifications or assert that there is a misunderstanding in regard to the furnishing of items(s) in this bid.

The bidder in submitting this proposal agrees to enter into contract with the Town of Kent.

1. TERM OF CONTRACT:

One year fixed price contract.

2. AWARD OF CONTRACT:

Awards of contract may be made on the basis of (i) the lowest net unit price for each bid item; (ii) the lowest total bid; or the basis of "best value", whichever is deemed the best interest of the Town of Kent. The Town reserves the right to reject any or all bids.

The Superintendent of Highways reserves the right to select the bid proposal, the acceptance of which will, in his judgment, best secure this material, equipment or services which will be in the best interest of the Town of Kent (irrespective of whether it is low bid, the high bid, or otherwise) or to reject any or all bids. Proposals which are incomplete, conditional or obscure or which contain conditions not called for, erasures, alterations or irregularities of any kind may be rejected as informal, or may be waived at the discretion of the Superintendent of Highways if any informality is deemed immaterial and non-prejudicial to the Town and other bidders.

Unit prices shall be controlling in the extension of the bidder's net unit prices times estimated Town requirements. Errors in such multiplication and in the addition of such extension may be corrected by the Superintendent of Highways subject to verification by the bidder.

Bidder must submit with the bid detailed specifications, and all necessary data on the materials, equipment or services he proposes to furnish. If the offer differs from the minimum provisions of the buyers specifications, such differences must be explained in detail and the bid will receive careful consideration if such deviations do not depart from the intent of this specification and are to the best interest of the Town of Kent, as interpreted by the Superintendent of Highways.

3. BID PRICES AND QUANTITIES:

It is understood that contract prices shall hold firm and prevail for the actual quantities required and ordered as needed during the life of the contract whether more or less than estimated quantities. Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period.

Unit prices shall not be subject to any increase during the life of the contract.

If any reduction in price is announced during the life of the contract, the Town of Kent shall receive the benefit of such reduction. In such event the contractor must submit his revised prices in writing within (5) five days of announcement.

4. DELIVERY:

Pricing shall include all delivery charges, if applicable. Pick-up option will be at the discretion of the Town of Kent Highway Superintendent, and can influence award.

Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone or Fax request from the Superintendent of Highways.

All deliveries are to be made on business weekdays between the hours of 7:00 AM and 3:00 PM, except as may be otherwise be arranged by supplier and purchaser.

5. PENALTY:

In the event deliveries are not made as specified to a Town delivery point the Superintendent of Highways shall reserve the right to purchase any such bid item on the open market, and to charge any increase in price paid over the current price to the account of the contractor.

6. DELIVERY OF UNAPPROVED SUBSTITUTIONS:

Vendors are authorized to ship only those items covered by the Town contract. If a review of orders placed by the Town reveals that an item other than those covered by and specified in the Town contract have been ordered and delivered, the Superintendent of Highways will take such steps as are necessary to have the item(s) returned to the vendor at vendor's cost regardless of the time lapse between the date of delivery and discovery of the violation and full credit will be demanded. Violation of this clause may result in the removal of the offending vendor(s) name from the Towns' mailing list for a period up to three years.

7. NEW PRODUCTS:

All products will be NEW unless otherwise indicated in this bid.

8. METHOD OF OPERATION:

After the bids are opened and the successful bidder determined, a "NOTICE OF AWARD" or equivalent will be forwarded to the successful bidder. At that time, the other bidders may request, in writing, a list of pricing submitted by all bidders. It is required that the supplier cooperate with the Town to the fullest extent to the end that the materials supplied are delivered to the Town in strict accordance with the specifications and delivery requirements of the bid proposal.

For the duration of the Town Contract the Town may order material covered by the contract directly from the vendor when and as required. These orders will be covered by the issuance of a Town of Kent voucher.

9. TRADE NAMES:

Bidders shall state the trade name, brand name or manufacturer for each item bid. Such trade names shall not in any way set aside the requirement of compliance with specifications.

Reference to a particular trade name, brand name or manufacturer catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirement of the Town of Kent. They should not be construed as nor are they intended to exclude proposals on other types of materials, equipment and supplies unless the words "NO SUBSTITUTIONS" are added to that particular line item on the specification page.

10. PRICE EXTENSION:

It is understood and agreed that all Town Offices of the Town of Kent may participate in the contract award.

The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

Number of BUSINESS days for delivery _____ (DAYS) after verbal or written receipt of Purchase order(s).

Bidder _____

Address _____

Authorized Signature _____

Phone _____ Date _____